

9  
No. 89-1166

Supreme Court, U.S.

FILED

MAY 14 1990

JOSEPH F. SPAROLI, JR.  
CLERK

IN THE  
**Supreme Court of the United States**

OCTOBER TERM, 1989

ARTHUR GROVES, BOBBY J. EVANS and LOCAL 771,  
INTERNATIONAL UNION UAW,  
v. *Petitioners,*

RING SCREW WORKS, FERNDALE FASTENER DIVISION,  
*Respondent.*

On Writ of Certiorari to the United States Court of Appeals  
for the Sixth Circuit

**JOINT APPENDIX**

JORDAN ROSSEN  
DANIEL W. SHERRICK  
8000 East Jefferson Avenue  
Detroit, MI 48214

WILLIAM M. MAZEY  
4000 Town Center  
Suite 740  
Southfield, MI 48075

GEORGE KAUFMANN  
2101 L Street, N.W.  
Washington, D.C. 20037

LAURENCE GOLD  
(Counsel of Record)  
815 16th Street, N.W.  
Washington, D.C. 20006  
(202) 637-5290  
*Attorneys for Petitioners*

TERRENCE V. PAGE  
(Counsel of Record)  
RICHARD M. TUYN  
CLARENCE, HARDY, LEWIS,  
POLLARD AND PAGE, P.C.  
401 South Woodward Avenue  
Suite 400  
Birmingham, MI 48009  
(313) 645-0800  
*Attorneys for Respondent*

PETITION FOR CERTIORARI FILED JANUARY 29, 1990  
CERTIORARI GRANTED MARCH 19, 1990

60  
**BEST AVAILABLE COPY**  
8488

# TABLE OF CONTENTS

	Page
List of Relevant Docket Entries from the United States District Court for the Eastern District of Michigan, Southern Division .....	1
List of Relevant Docket Entries from the United States Court of Appeals for the Sixth Circuit .....	7
1985 Agreement Between Ferndale Fastener Division Ring Screw Works and International Union, United Automobile Workers of America (UAW) Local 771..	13
1985 Agreement Between Ring Screw Works Division of Ring Screw Works and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW) Local No. 771....	48

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

Case No. 87-CV-2988-DT

Hon. Julian A. Cook, Jr.

ARTHUR GROVES and LOCAL 771, U.A.W.,  
*Plaintiffs,*  
v.

RING SCREW WORKS, a Michigan corporation,  
FERNDAL FASTENER DIVISION,  
*Defendant.*

RELEVANT DOCKET ENTRIES

DATE	NR.	PROCEEDINGS
1987		
Aug 10	1	PETITION for removal from Oakland County Circuit Court w/attachments, removal bond for \$250.00 cash, receipt #126623, answer of deft to complaint, affirmative defense, exhibits, notice of filing petition and bond for removal and proof of service. dgn
Aug 28	2	NOTICE of taking deposition of Arthur Groves on 9/11/87 @ 9:00 am with proof of service. NSI lh
Sept 8	3	RE-NOTICE Of taking the deposition of Arthur Groves on 10/8/87 at 11AM with proof of service. nsi rh
Oct 14	4	SCHEDULING order, pltf's expert 1/15/88, deft's expert 1/29/88, disc c/o 2/12/88, motion c/o 2/26/88, FPTO 4/18/88, FPTC 4/25/88 @ 2pm, status conf 1/25/88, documents for trial 5/16/88, trial date 5/24/88 @ 8:30am. COOK, J. dgn

DATE	NR.	PROCEEDINGS
1988		
Jan 25	—	STATUS conference held. COOK, J. dgn
Feb 5	5	NOTICE of taking deposition duces tecum 2/11/88 @ 9am of Ronney Bowers, w/proof of service (NSI). dgn
Feb. 6	6	NOTICE of taking deposition duces tecum of Robert Heide 2/11/88 @ 10:30am, w/proof of service (SI). dgn
Feb 12	7	FIRST of interrogatories of deft to pltf w/proof of service. dgn
Feb 12	8	FIRST requests of deft for production of documents to pltf w/proof of service. dgn
Feb 17	9	NOTICE Of deposition 2/26/88 of Suburban Auto Sales & Repair @ 1pm. and Dr. Moon J. Pak @10am, w/proof of mailing (SI). dgn
Feb 26	10	MOTION of deft for s/j w/brief, exhibits, notice of hearing w/o date and proof of service. dgn
Mar 4	11	ANSWER of pltf's to deft's m/sj w/brief, exhibits, affidavits and proof of service. dgn
Mar 7	12	NOTICE of hearing on d's m/for summary judgment 4/5/88 @2pm, w/proof of service. dgn
Mar 9	13	REPLY brief of deft to pltf's answer to deft's m/sj, w/proof of service. dgn
Mar 28	14	DEPOSITION transcript of Robert Heide, taken 2/11/88. dgn
Apr 5	—	HEARING, on deft's m/for sj, granted. COOK, J. (D. Mosby, CRP) dgn
Apr 8	15	ORDER granting summary judgment by deft. COOK, J. dd 4/11/88 dgn

DATE	NR.	PROCEEDINGS
1988		
Apr 26	16	NOTICE of appeal by Pltf's, from Order dated 4/8/88 (w/copy attached). Fee paid, #184560. mb
Apr 28	17	PROOF of service on NCA to CCA, William Mazey, Terence V. Page & Denise Mosby. mb
Apr 28	18	SERVICE on #16 to CCA. mb



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

Case No. 87-CV-2989-DT

Hon. Anna Diggs Taylor

BOBBY J. EVANS and LOCAL 771, U.A.W.,  
v. *Plaintiffs,*

RING SCREW WORKS, a Michigan Corporation,  
*Defendant.*

RELEVANT DOCKET ENTRIES

DATE	NR.	PROCEEDINGS
1987		
Aug 10	1	PETITION for removal from Circuit Court for the County of Macomb with bond for removal in the amount of \$250.00 (Receipt #126625), notice of filing petition, and exhibit "A". lh
Aug 10	2	ANSWER by deft., Ring Screw Works to Pltfs's complaint with affirmative defenses. lh
Aug 10	3	PROOF of service for pleading 1 and 2. lh
Aug 28	4	NOTICE of taking deposition of Bobby J Evans on 9/11/87 with proof of service. NSI lh
Sept 8	5	RE-NOTICE of taking deposition and deposition duces tecum of Bobby J Evans on 10/8/87 @ 1:30 pm with proof of service. NSI lh
Nov 10	6	NOTICE of status conference on 2/9/88 @ 4:00 pm lh

DATE	NR.	PROCEEDINGS
1988		
Feb 5	7	NOTICE Of taking deposition of Lee Vroegindewy on 2/11/88 @ 9:45 am with proof of service. SI (Duces Tecum) lh
Feb 5	8	NOTICE Of taking deposition of Lee Vroegindewy and deposition duces tecum on 2/11/88 @ 9:45 pm with proof of service and notice to produce. NSI lh
Feb 5	—	NOTICE of taking deposition and deposition duces tecum of Robert Heide on 2/11/88 @ 10:30 am with proof of service. (See 87-2988, pleading 6). lh
Feb 10	9	ORDER scheduling discovery cutoff date on or before 5/13/88, motion cutoff date 6/13/88, final pretrial conference 7/18/88 @ 3:15 pm, and trial date 8/16/88 @ 9:00 am. TAYLOR, J 2/11/88 lh
Feb 26	10	FIRST set of interrogatories of deft., Ring Screw Works directed to pltfs with proof of service. lh
Feb 26	11	FIRST request of deft., Ring Screw Works directed to pltfs. for production of documents with proof of service. lh
Mar 28	12	NOTICE of filing deposition of Lee Vroegindewey dated 2/11/88 with Proof of service. lh
Mar 28	13	DEPOSITION of Lee Vroegindewey dated 2/11/88. lh
Mar 28	14	NOTICE of filing deposition of Robert J Evans dated 10/8/87 with proof of service. lh
Mar 28	15	DEPOSITION of Robert J Evans dated 10/8/87. lh
Mar 30	16	MOTION Of deft., for summary judgment with brief, exhibits, and proof of service. lh

DATE	NR.	PROCEEDINGS
1988		
Mar 31	17	ORDER setting briefing schedule and date for oral argument on motion by deft., for summary judgment. Responses due on or before 4/18/88, reply brief 5/2/88 and date for oral argument on 5/16/88 @ 9:00 am with proof of service. TAYLOR J DD 4/1/88 lh
OUT OF DATE ORDER		
Mar 28	18	NOTICE Of filing deposition of Robert Heide on 2/11/88 with proof of service. lh
Apr 6	19	NOTICE Of change of hearing date on deft's motion for summary judgment previously scheduled for 5/16/88 @ 9:00, rescheduled for 5/23/88 @ 9:00 am with proof of service. Taylor, J dd 4/8/88 lh
Apr 18	20	ANSWER of pltfs' to deft's motion for summary judgment with brief in opposition and proof of service. lh
Apr 25	21	REPLY Brief of deft., Ring Screw Works, to pltfs' answer to deft's motion for summary judgment with exhibit "A" and proof of service. lh
May 23	—	HEARING granting deft's motion for summary judgment. CRP: Leif Anderson Taylor, J lh
May 25	22	ORDER granting summary judgment of deft., Ring Screw Works. Taylor, J DD 6/2/88 lh
May 27	23	NOTICE of appeal by Pltfs. from Order dated 5/25/88. Fee paid, #185677. mb
Jun 2	24	PROOF of service on NCA to CCA, William Mazey, Terence V. Page & Leif Anderson. mb
Jun 2	25	SERVICE on #23 to CCA. mb

U.S. COURT OF APPEALS  
FOR THE SIXTH CIRCUIT

88-1452

ARTHUR GROVES; LOCAL 771, UAW,  
*Plaintiffs-Appellants*

v.

RING SCREW WORKS, a Michigan Corporation,  
FERNDAL FASTENER DIVISION,  
*Defendant-Appellee*

REVELANT DOCKET ENTRIES

DATE	PROCEEDINGS
5/5/88	Civil Case Docketed. Notice filed by Appellant Local 771, Appellant Arthur Groves. Transcript needed: y (jmb) [88-1452]
5/5/88	TRANSCRIPT ORDER FORM filed by William Mazey for Appellant Local 771, Appellant Arthur Groves. Transcript ordered from Denise Mosby on 04/29/88. [88-1452] [10295-1] (srt) [88-1452]
5/6/88	TRANSCRIPT ORDER confirmed by court reporter Denise Mosby for Transcript Order Document [10295-1] transcript involving, Denise Mosby, William Mazey [88-1452] (srt) [88-1452]
5/16/88	APPEARANCE filed by Attorney William Mazey for Appellant Local 771, Appellant Arthur Groves [88-1452] (srt) [88-1452]
5/16/88	PRE-ARGUMENT STATEMENT filed by William Mazey for Appellant Local 771, Appellant Arthur Groves [88-1452] (srt) [88-1452]

DATE	PROCEEDINGS
5/26/88	APPEARANCE filed by Attorney Terence V. Page for Appellee Ring Screw Works [88-1452] (srt) [88-1452]
6/27/88	Appellant MOTION filed to consolidate for briefing and submission cases 88-1452 & 88-1579. Motion filed by William Mazey for Appellant Local 771, Appellant Arthur Groves. Certificate of service date 6/23/88. [88-1452] (teb) [88-1452]
7/5/88	TRANSCRIPT ORDER completed by court reporter Denise Mosby for Transcript Order Document [10295-1] transcript involving, William Mazey. Number of pages: B. 1 volume [88-1452] (srt) [88-1452]
7/7/88	CERTIFIED RECORD filed, Volumes include 00 Sealed, 01 Tr, 02 Depo 01 Pl. [88-1452/1579] (ert) [88-1452]
7/11/88	ORDER filed to consolidate for briefing and submission cases 88-1452 & 88-1579 [88-1452]. (teb) [88-1452]
7/11/88	BRIEFING LETTER SENT setting briefing schedule: appellant brief due 8/23/88 in 88-1452, in 88-1579; appellee brief due 9/26/88 in 88-1452, in 88-1579; appendix due 10/19/88 in 88-1452, in 88-1579 [88-1452, 88-1579] (ert) [88-1452 88-1579]
8/1/88	CERTIFIED SUPPLEMENTAL RECORD filed Volumes included: 00 Sealed; 01 Pl; 01 Tr.; 01 Dep; 00 Ex. [88-1452, 88-1579] (cf) [88-1452 88-1579]
8/22/88	BRIEF RETURNED to William Mazey for Appellant Arthur Groves, Appellant Local 771 in 88-1452, William Mazey for Appellant Bobby J. Evans, Appellant Local 771 in 88-1579. Reason: references. [New briefing schedule set] [88-1452, 88-1579] (las) [88-1452 88-1579]

DATE	PROCEEDINGS
8/22/88	BRIEFING LETTER SENT resetting briefing schedule: appellant brief due now 9/6/88 in 88-1452, in 88-1579 [Refer to ID# 28103] (las) [88-1452 88-1579]
8/29/88	BRIEF filed by William Mazey for Appellant Arthur Groves, Appellant Local 771 in 88-1452, William Mazey for Appellant Bobby J. Evans, Appellant Local 771 in 88-1579. Copies: 10. Certificate of service date 8/26/88 [88-1452, 88-1579] (las) [88-1452 88-1579]
9/26/88	APPENDIX RETURNED to William Mazey for Appellant Arthur Groves, Appellant Local 771 in 88-1452, William Mazey for Appellant Bobby J. Evans, Appellant Local 771 in 88-1579. Reason: premature and proper index. [88-1452, 88-1579] BRIEFING SCHEDULE RESET (jws) [88-1452 88-1579]
9/26/88	BRIEF filed by Terence V. Page for Appellee Ring Screw Works in 88-1452, Terence V. Page for Appellee Ring Screw Works in 88-1579. Copies: 10. Certificate of service date 9/23/88 [88-1452, 88-1579] (jws) [88-1452 88-1579]
10/11/88	APPENDIX filed by William Mazey for Appellant Arthur Groves, Appellant Local 771 in 88-1452, William Mazey for Appellant Bobby J. Evans, Appellant Local 771 in 88-1579. Copies: 05, 2 Volumes. Certificate of service date 10/7/88 [88-1452, 88-1579] (jws) [88-1452 88-1579]
10/12/88	REPLY BRIEF filed by William Mazey for Appellant Arthur Groves, Appellant Local 771 in 88-1452, William Mazey for Appellant Bobby J. Evans, Appellant Local 771 in 88-1579 Copies: 10. Certificate of service date 10/11/88 [88-1452, 88-1579] (jws) [88-1452 88-1579]



DATE	PROCEEDINGS
1/4/89	Oral argument date set for AM 2/21/89 in court room 836. Notice of argument sent to counsel. [88-1452, 88-1579] (srw) [88-1452 88-1579]
2/21/89	CAUSE ARGUED by William Mazey for Appellant Arthur Groves, Appellant Local 771 in 88-1452, William Mazey for Appellant Bobby J. Evans, Appellant Local 771 in 88-1579; by Richard Tuyn for appellee Ring Screw Works before Judges Wellford, Nelson, Norris. [88-1452, 88-1579] (teb) [88-1452 88-1579]
2/21/89	APPEARANCE filed by Attorney Richard M. Tuyn for Appellee Ring Screw Works in 88-1452 [88-1452] (srt) [88-1452]
8/16/89	OPINION filed: AFFIRMED, decision for publication pursuant to local rule 24. [88-1452, 88-1579] Harry W. Wellford, Authoring Judge, David A. Nelson, Circuit Judge, Alan E. Norris, Circuit Judge. (max) [88-1452 88-1579]
8/17/89	JUDGMENT: AFFIRMED, cost taxed (appellee to recover costs). Bill of costs due 8/30/89. [88-1452, 88-1579] Bill of cost due by 8/30/89 for Terrance V. Page in 88-1452, for Richard M. Tuyn in 88-1452, for William Mazey in 88-1579, for Terrance V. Page in 88-1579 (max) [88-1452 88-1579]
8/28/89	PETITION for en banc rehearing filed by William Mazey for Appellant Arthur Groves, Appellant Local 771 in 88-1452, William Mazey for Appellant Bobby J. Evans, Appellant Local 771 in 88-1579. Certificate of service date 8/25/89. [88-1452, 88-1579] (teb) [88-1452 88-1579]
8/28/89	BILL OF COST filed by Richard M. Tuyn for Appellee Ring Screw Works in 88-1452. Richard M. Tuyn for Appellee Ring Screw Works in 88-1579. Certificate of service date 8/24/89 [88-1452, 88-1579]
9/19/89	LETTER SENT by blc to Terrance V. Page for Appellee Ring Screw Works in 88-1452, Richard M. Tuyn for Appellee Ring Screw Works in 88-

DATE	PROCEEDINGS
	1452, Terrance V. Page for Appellee Ring Screw Works in 88-1579, Richard M. Tuyn for Appellee Ring Screw Works in 88-1579 directing appellee to respond to a petition for en banc rehearing. Response is to be rec'd nlt 10/3/89 and should not exceed ten (10) pages; (20 copies) [153843-1]; previously filed by William Mazey, William Mazey in 88-1452, 88-1579. Response due by 10/3/89 for Terrance V. Page in 88-1452, for Richard M. Tuyn in 88-1579 [88-1542, 88-1579]. (blc) [88-1452 88-1579]
10/3/89	RESPONSE to a petition for en banc rehearing [153843-1]; previously filed by William Mazey, William Mazey in 88-1452, 88-1579. Response filed by Richard M. Tuyn for Appellee Ring Screw Works in 88-1452, Richard M. Tuyn for Appellee Ring Screw Works in 88-1579. Certificate of service date 10/2/89. [88-1452, 88-1579] (blc) [88-1452 88-1579]
10/23/89	ORDER filed denying petition for en banc rehearing [153843-1] filed by William Mazey, William Mazey [88-1452, 88-1579] in 88-1452, 88-1579 for en banc rehearing [88-1452, 88-1579]. Harry W. Wellford, Circuit Judge, David A. Nelson, Circuit Judge, Alan E. Norris, Circuit Judge. (teb) [88-1452 88-1579]
10/31/89	MANDATE ISSUED with no cost taxed [88-1452, 88-1579] (teb) [88-1452 88-1579]
10/31/89	CERTIFIED RECORD RETURNED to lower court at the end of appellate proceedings. [88-1452, 88-1579]. Volumes included: 1 Pl; 1 Tr; 1 Dep; (teb) [88-1452 88-1579]

DATE	PROCEEDINGS
1/30/90	U.S. Supreme Court notice filed regarding petition for writ of certiorari filed by William Mazey for Appellant Arthur Groves, Appellant Local 771. Filed in the Supreme Court on 1/22/90, Supreme Ct. case number: 89-1166. [88-1452] (teb) [88-1452]
3/26/90	U.S. Supreme Court order filed granting petition for writ of certiorari [216847-1] filed by William Mazey [88-1452]. Filed in the Supreme Court on 3/19/90. (tab) [88-1452]

## AGREEMENT

Between

FERNDAL FASTENER DIVISION

RING SCREW WORKS

AND

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
WORKERS OF AMERICA (UAW)

LOCAL NO. 771

1985



THIS AGREEMENT, made and entered into this 5th day of January, 1985, between the FERNDAL FASTER DIVISION of Ring Screw Works, hereinafter referred to as the Company, and the International Union, United Automobile, Aircraft & Agricultural Implement Workers of America (UAW) Local #771, hereinafter referred to as the Union, agree as follows:

## ARTICLE I

### RECOGNITION

Section 1. The Company recognizes the International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, Local #771, as the exclusive representative of its employees for the purpose of collective bargaining in respect to matters on rate of pay, wages, hours of employment, and other conditions of employment.

Section 2. The term "employees" as used in this agreement shall not include any persons working as foremen, industrial nurses, guards, salaried office and clerical employees, engineering and drafting employees, firemen, stock chasers, maintenance engineers, technical employees, and supervisors as defined in the National Labor Relations Act, as amended.

Section 3. The management of the plant and the direction of the working forces, including (but not limited to) the right to hire, suspend, or discharge; the right to adopt shop rules; the right to relieve employees from duty because of lack of work or other legitimate reasons; and to introduce new and improved methods, are vested exclusively in the Company; provided, however, that this will not be used for the purpose of discriminating against any employee because of membership in the union, subject to provisions of this agreement.

## ARTICLE II

### UNION SECURITY

Section 1. It shall be a continuing condition of employment with the Company, for the duration of this agreement, that employees covered by this agreement, both present and new employees, shall be members in good standing with the Union. New employees shall become members sixty (60) days after their hiring date.

Section 2. For the purpose of this article, an employee shall be considered a member of the Union in good standing if he tenders the periodic due and initiation fees required as a condition of membership.

Section 3. The company shall, from each employee other than probationary, who in writing, on a form agreed to by the Company and the Union, authorized the Company to do so, deduct union dues in such amount as shall be certified to on such form from wages payable on the second regular payday of each month. All sums deducted shall be remitted to the Union not later than the 30th day of the calendar month in which the deductions are made and shall be accompanied by a record of employees from whom deductions have been made, with the amount of such deductions.

## ARTICLE III

### UNION REPRESENTATION

Section 1. For the purpose of disposition of grievances, there shall be a Shop Committee consisting of four (4) members, who will be elected by employees on the seniority list of the Company. One of the four committee members shall be designated as Plant Chairman. One (1) representative of the local union may act as an ex officio member of the Shop Committee. Members of the Shop Committee shall also act as stewards.

Section 2. A regular meeting between the Shop Committee and the Company representative shall take place

during working hours on the second Wednesday of each month, the Company to pay Committeemen only for time on regular scheduled shift. The regular meeting shall normally start one-half ( $\frac{1}{2}$ ) hour before the end of the day shift. Special meetings may be arranged by mutual agreement. Should the Company or the Union request a special meeting in writing, such meeting shall be held within three (3) days from such request or as soon thereafter as possible.

Section 3. A copy of the minutes of the monthly meeting between Management and the Shop Committee shall be posted on the bulletin board.

Section 4. No employee with less than twelve (12) months seniority shall be eligible for any elective office in the Union within the plant.

Section 5. The names of the Shop Committee and the Chief Steward shall be certified in writing to the Company by the Union.

#### ARTICLE IV

##### GRIEVANCE PROCEDURE

Section 1. Should a difference arise between the Company and the Union or its members employed by the Company, as to the meaning and application of the provisions of the agreement, an earnest effort will be made to settle it as follows:

- Step 1. Between the employee, his steward and the foreman of his department. If a satisfactory settlement is not reached, then
- Step 2. Between the Shop Committee, with or without the employee, and the Company management. If a satisfactory settlement is not reached, then
- Step 3. The Shop Committee and/or the Company may call the local Union president and/or the Inter-

national representative to arrange a meeting in an attempt to resolve the grievance. If a satisfactory settlement is not reached, then

- Step 4. The Shop Committee and the Company may call in an outside representative to assist in settling the difficulty. This may include arbitration by mutual agreement in discharge cases only.

Section 2. Grievances alleging an unjust or discriminatory discharge must be submitted in writing to the foreman involved within two (2) working days of the discharge. The Company must render a disposition within four (4) working days of the receipt of such a grievance.

Section 3. The Company shall not consider the grievances of any individual employee unless it is presented in writing under the grievance procedure within five (5) working days of their occurrence, excepting discharges which are governed by the preceding section. The Company will render a disposition within five (5) working days of receipt of such grievance.

Section 4. Members of the Shop Committee and Chief Stewards shall be allowed the necessary time to investigate and adjust grievances promptly.

Section 5. An agreement reached between the Company and the Shop Committee under the grievance procedure shall be binding on all employees affected and cannot be changed by any individual.

#### ARTICLE V

##### SENIORITY

Section 1. All persons shall be considered on a probationary basis for a period of six (6) months from the date of hiring and may be laid off or discharged before the expiration of said period without recourse.

Section 2. The Company will prepare and post seniority list on the bulletin board. It will be brought up to date each six (6) month period.

Section 3. An employee shall lose seniority for the following reasons:

- (a) An employee quits.
- (b) The employee is discharged for just cause.
- (c) The employee is absent for three (3) work days from work without notifying the Company, unless the employee presents a reason acceptable to the Management and the Shop Committee for not having done so.
- (d) The employee fails to report for work within three (3) working days when recalled by the Company after a layoff, unless he presents a reason acceptable to the Company and Shop Committee.
- (e) If the employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff period or one year, whichever is greater.
- (f) If employee on extended layoff fails to notify the Company annually of his intention of returning to employment with the Company if recalled. Such notice to be made by certified or registered mail annually within ten (10) calendar days prior to the anniversary date of layoff.

Section 4. The Shop Stewards and Shop Committee members shall head the seniority list for purposes of lay-off and recall during their term of office. They shall be returned to their original standing on the seniority list upon the termination of this service.

## ARTICLE VI LAYOFF

Section 1. When it becomes necessary to reduce the work force, the Company shall apply the following program:

- (a) All employees shall be given forty-eight (48) hours advance notice before the layoff becomes effective, unless the layoff is a temporary one not to exceed five (5) working days.
- (b) All probationary employees in the affected department shall be laid off first. Exceptions shall be agreed upon between the Company and the Shop Committee.
- (c) In the event of any further layoffs, the man who has the least seniority in the department affected shall be laid off first. Exceptions shall be agreed upon by the Company and the Shop Committee.
- (d) There are two (2) departments—The Tool Room Department and the Production Department.
- (e) If the Company finds it necessary to lay off more than 25% of the seniority employees in a department, the department's work week may be reduced to thirty-two (32) hours a week, which shall be the minimum work week.
- (f) The Company agrees not to work more than ten (10) employees (excluding one heat treat operator per shift) and two (2) employees on the midnight shift in excess of 40 hours per week (32 hours as in section (e) above) during the time employees with more than one (1) year of seniority are laid off. Any deviation from the above is to be approved by the Shop Committee.

Section 2. When an employee is sent home for lack of work or other cause except sickness, injury, or infraction of shop rules, no junior employee shall be permitted to



work on a job where such employee was working except in cases of a reasonable emergency approved by the Shop Committee on that shift.

Section 3. Employees with greater seniority shall replace employees who have less seniority whenever any time is to be lost due to lack of work, breakdown, or any other cause where practical.

#### ARTICLE VII RECALL

Section 1. Employees shall notify the Company of any change of address within five (5) days after change has been effected. They shall receive a receipt from the Company that such notice has been given. Such notice shall be sent to the Company in person. The Company shall be entitled to rely upon the address shown upon its records.

Section 2. When the seniority list in any department is exhausted, when recalling employees back to work, it is agreed that before any new employee shall be hired, employees laid off in any other department who are qualified to perform the required services shall be called into such departments to work as new employees until such time as said employee may be called back to work in their own departments by virtue of their seniority therein. Seniority shall be accumulative during layoffs. It is understood relative to this section that the employer has sole discretion in determining the qualifications of employees.

Section 3. In case of a layoff or recall, an employee who believes that his seniority rights are being violated shall notify the Shop Committee which in turn, shall notify the Company in writing. The Company will provide the committee with a receipt showing that notification was received. If his seniority rights are being violated, and if after notification the Company fails to rectify its error, the aggrieved employee shall be compensated for the loss of his time at his regular rate from the time of such

notification until the time he is restored to work, if the grievance is upheld under the grievance procedure. See Section 1 above for notification requirements for change of address.

#### ARTICLE VIII PROMOTIONS

Section 1. When the Company determines that an opening exists in the Production Department exclusive of the maintenance and inspection classifications, the employee with the greatest seniority will be given the opportunity to fill the job. In filling a new job or vacancy, a determination of practical ability and proper ability to perform services on such new job or vacancy shall be made by the Company.

Section 2. An employee promoted to a better job where training is required will be ineligible for any new vacancies for a period of two (2) years unless acceptable to the Company.

Section 3. Foremen promoted from the ranks and demoted again shall be allowed to work on the basis of their accumulated seniority rating, where a job is open or created.

Section 4. The Company reserves the right to advance employees of the Company into clerical or other positions not covered by this agreement. In the event the Company shall select any of its hourly employees for such positions, and it shall thereafter be determined by the Company that said employees are not suited for those positions, then said employees may be returned to their original occupations and their seniority shall accumulate in the mean time. After this period of one (1) year, said employee shall lose his seniority status in the bargaining unit. Trial period shall not exceed one (1) year.

## ARTICLE IX

### TRANSFERS

Section 1. (a) Employees shall have a choice of shifts in their classification by seniority. Choice will be limited to once a year and transfer will be made on the first scheduled Monday on or after January 1. An employee wishing to transfer must notify the Company in writing by December 15. Employees will not be allowed to downgrade unless the Company requires it. Transfers between header, roller, and press classifications will not be considered downgrades. Employees transferring between headers, rollers, and presses are not eligible to exercise a shift change under this section for a period of six (6) months following the date of transfer.

- (b) The Company may hire an experienced worker to fill a job opening if there is no person on the seniority list who has the necessary qualifications to fill the job. When the job opening occurs on the day shift in a certain job classification, the employee with the most seniority on the night shift in that job classification will be given the vacancy and the new employee hired will replace him on the night shift.
- (c) When a job opening occurs on the day shift and is filled by promoting one of the employees on the seniority list, then the night shift employee in that particular job classification will have the option to take the job opening on the day shift, provided he is higher on the seniority list than the person who was promoted. If he is lower on the seniority list, then the employee promoted will take the day shift opening.
- (d) If job opening occurs on the night shift and is filled by promoting one of the employees on the seniority list, the employee promoted will remain on the night shift until he can exercise his seniority rights under Section 1 (a).

Section 2. The Company shall maintain separate seniority lists for the toolroom and production employees. An employee transferring from the production to the toolroom shall accumulate seniority in the toolroom from the first day he enters the toolroom. When it is necessary to reduce the working force in the toolroom, the employee who has transferred from production will be returned to his original group, in place of being laid off, with total accumulated seniority.

Section 3. An employee who transfers and who fails to make good on the job or is dissatisfied with it forfeits his right to displace any other employee who has been promoted or transferred in the meantime. He must wait until there is another vacancy. A transferred employee who is dissatisfied with his new job must notify his foreman within two (2) weeks of the starting date to that effect.

Section 4. The trial period during which it can be determined whether an employee is capable of handling a new job shall not exceed six (6) months.

Section 5. In the event an operation in any department is discontinued, employees on such operation shall be assimilated by the rest of the plant according to their seniority and ability.

Section 6. When the Company determines that an opening in the maintenance and inspection classifications and/or toolroom exists for which bargaining unit members may apply, the Company will review applicants on the basis of their respective merit, ability, and capacity among the applicants as determined by the Company is equal, then seniority will determine the successful applicant.

Section 7. The Company may hire an experienced worker for a replacement or for a new job if there is no person on the seniority list who has the necessary qualifications for the job, and the proficiency to do immediately such job without training.



Section 8. When new jobs are placed in production and cannot be placed in existing classifications by mutual agreement and whenever an existing job changes substantially after the effective date of the current agreement. Management will set up a new classification and a rate covering the job in question and will designate it as temporary. A copy of the temporary rate and classification name will be furnished to the Shop Committee. Within thirty (30) days after such a new job as defined above has been placed into production, the Company and the Union will negotiate the rate and classification. When such negotiations have been completed, they shall become part of the Local wage schedule, and the negotiated rate, if higher than the temporary rate, shall be applied, and shall be retroactive for thirty (30) days after negotiations have been completed.

## ARTICLE X

### ABSENCE AND LEAVES OF ABSENCE

Section 1. An employee shall notify the Company in case it is necessary for him to be absent from work. This notice is to be given on the day the employee is absent or previously. Failure to comply with this rule makes the employee subject to disciplinary action to be determined by the Company.

Section 2. Upon properly written application, leaves of absence for a specific purpose and specified period of time may be granted employees without loss of seniority. Leaves of absence of three (3) days or less are at Company discretion. Leaves of absence greater than three (3) days at the discretion of the Company and the Shop Committee. A copy of such leaves of absence is to be given to the Shop Committee. Leaves of absence are to be limited to a period of three (3) months, subject to renewal. Falsification on the application shall be sufficient cause for the discharge of the employee.

Section 3. Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the Company, shall at their request receive leaves of absence. Upon their return they shall be reemployed at work generally similar to that which they did last prior to the leave of absence with seniority accumulated during each leave of absence. At no time shall members of the Union, either elected or selected by the Union to do work which takes them from their employment, exceed one (1) in number, except by mutual agreement.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

Section 1. The regular work day shall be eight (8) hours and regular work week forty (40) hours.

Section 2. Employees shall receive time and one half for all work over eight (8) hours in any twenty-four (24) hour period, for over forty (40) hours in any one (1) week, and for work on Saturday; provided, however, that hours worked after midnight of Friday which are part of the regular Friday night shift shall be paid for at straight time rates for the first eight (8) hours of the shift.

- (a) Before a holiday, the Company may schedule two (2) shifts without paying premium pay, for the purposes of equalizing hours worked by the two (2) shifts.

Section 3. Double time shall be paid for work done on Sunday and the following named holidays, regardless of how they may be scheduled in any special arrangement of holidays.

New Years Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

On other holidays the Company may have employees perform work at time and one half and in addition, pay eight (8) hours at straight time for the holiday. This provision is made to give the Company the flexibility to meet customer demands.

Section 4. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, eliminating any double overtime payment.

Section 5. Employees shall not be required to work after five (5) p.m. on December 24th and December 31st.

Section 6. The regular work week shall start at 12:01 Monday morning and end Friday 12:00 Midnight, inclusive.

Section 7. The Company shall specify a starting time and quitting time for all operations.

Section 8. All employees shall be paid on Company time on Thursday of each week. If a pay day falls on a holiday or a department is not working on that day, employees in such department shall receive his/her pay on the day before.

Section 9. When regular shifts extend into Saturday, Sunday, or legal holidays specified herein, all time beyond one (1) hour worked within such days shall be paid at overtime rates, except as provided in Section 2 immediately above.

Section 10. Overtime work shall be equally distributed in each department as nearly as possible by applying a policy of rotation together with the ability of the employees to perform the work.

## ARTICLE XII

### CALL-IN-PAY

Section 1. In the event that an employee reports for work at his regular shift without having had proper

notice not to report, he shall be given at least four (4) hours' work, or if no work is available, he shall be paid for four (4) hours at the occupational rate of the job for which he was scheduled to report. The Company may at its discretion, assign the employee to any work available which he is able to perform, and if the employee refuses such assignment, he shall not receive any pay. In the event of fire, storms, floods, power breakdowns, work stoppages, or other causes beyond the control of the Company which interfere with work being provided, the provisions of this section will not apply. If an employee is absent from work on the previous scheduled work day, he shall not be entitled to the benefits of this provision if proper notification has been given other employees and the Company has made a reasonable attempt to notify the absent employee.

## ARTICLE XIII

### WAGES

Section 1. When an employee is permanently transferred to a higher rated job group, he shall receive the rate for the job to which he is transferred after sixty (60) days. Notwithstanding the payment of the rate for the job, the trial period may continue for up to six (6) months. A qualified employee in any classification is only one who has successfully completed the trial period.

Section 2. Employees who are permanently transferred to a lower rated job shall receive one (1) week notice before the transfer is made, and upon the transfer, will take the rate of the new job. If one (1) week notice shall not be given, the permanently transferred employee shall be paid for the first week at the rate of the previous job, after which first week he shall receive the rate of the job to which he has been transferred. This section does not apply when the Company downgrades an employee for non-satisfactory job performance or if the employee requests the downgrade.

## ARTICLE XIV

### VACATIONS

Section 1. Employees hired June 2 to December 1st will have a December 1st vacation base date. Employees hired December 2 to June 1st will have a June 1st vacation base date. Each employee who, on June 1st or December 1st, has one (1) or more year's seniority shall be entitled to a vacation payment as follows:

Seniority	Number Hours Pay
One year but less than two years .....	60
Three years but less than five years .....	80
Five years but less than ten years .....	100
Ten years but less than fifteen years .....	120
Fifteen years but less than twenty years .....	140
Twenty years but less than twenty-five years .....	160
Twenty-five years but less than thirty years .....	180
Thirty years and over .....	190

Section 2. For determining vacation seniority all employees shall use June 1 or December 1 as base.

Section 3. Vacation pay shall be computed at the employee's regular hourly rate, and no overtime, shift premium or holiday pay time shall be included therein. Those employees with a June 1 base will have their vacation pay computed as of June 1 and will be paid by June 15. Those employees with a December 1st base will have their vacation pay computed as of December 1st and will be paid by December 15th.

Section 4. Periods of absence from work for any reasons other than compensable injury in excess of thirty (30) continuous days will be deducted and an adjusted vacation pay made for time actually worked. An employee absent from work for a continuous period of thirty (30) days or longer due to sickness, or off the job injury shall receive vacation credit for the first thirty (30) days of that absence. An employee who, for any reason including

loss of work due to a compensable injury, does not work at least ten (10) full days during the vacation year shall not receive vacation pay.

Section 5. Employees shall be eligible for vacation time off at the rate of one (1) work week for each forty (40) hours of vacation pay which will be due to them on June 1 or December 1 of that calendar year. There will be no accumulation or carry over from year to year.

Section 6. Vacations must be taken at any time before December 1st of that year, but must be arranged with the approval of the foreman of the department who will be governed by the order in which requests are made and conditions in regard to work in that department (may be taken after December 1st with Company approval).

Section 7. An employee who has one (1) year or more seniority and for any reason is leaving the employ of the Company shall receive the vacation pay he would be entitled to according to the seniority as outlined in Section 1, prorated to time actually worked.

Section 8. Subject to provisions hereafter enumerated, the Company will, beginning with the 1986 vacation year, pay a vacation attendance bonus during the vacation qualifying period of June 1 to June 1, provided:

(a) Gross pay will be the gross of the 52 weekly pay periods ending prior to June 1 of the vacation year.

(b) That the total scheduled weekday hours of work (Monday through Friday only) during the qualifying period shall be in excess of: 1,890 hours for a 2% bonus, 1,990 hours for a 3% bonus and 2,140 hours for a 4% bonus, of gross pay.

(c) Each employee will be allowed five (5) days of absence without penalty.

(d) Any vacation days in excess of the following will be considered as absences: (Seniority based on June 1 to June 1).



- 1 year seniority but less than 3 years—  
5 consecutive work days
- 3 years seniority but less than 10 years—  
10 consecutive work days or 2 periods of 5 consecutive work days
- 10 years seniority but less than 20 years—  
15 consecutive work days or 10 consecutive work days and 5 consecutive work days.
- 20 years seniority or more—20 consecutive work days or 2 periods of 10 consecutive work days or 1 period of 10 consecutive work days and 2 periods of 5 consecutive work days.

(e) Any absence of a full work day (Monday through Friday and Saturdays, (see "h" below) where entire plant is scheduled) in excess of allowed absences shall reduce his vacation bonus \$120.00 per day. This change effective June 1, 1985 and thereafter. In addition, any combination of tardiness or other straight time lost which adds to eight (8) hours shall be considered a day of absence for eight (8) hours of straight time lost. Any tardiness shall be charged a minimum of one half hour. Tardiness being any time (one minute) after starting time. Time missed prior to or after vacation periods which extend such vacation period shall reduce bonus by two (2) times normal rate.

(f) Time lost due to compensable injury will not be deducted.

(g) Vacation attendance bonus to be paid July 1 or when employees goes on vacation, whichever is later, but not later than the last working day in August.

(h) An employee who has worked less than one half ( $\frac{1}{2}$ ) of the scheduled Saturdays (counting only the first three (3) scheduled each calendar month) and holidays (Article XI, Section 3) shall be charged one day for each absence below the one half ( $\frac{1}{2}$ ) attendance requirement.

In order to be credited with working a scheduled Saturday, the employee must work a minimum of seven (7) hours.

(i) The employees shall have five (5) days per year (non-accumulative) plus a total of twelve (12) additional days over the life of the contract for which the Committee may make application for credit for approved union business.

(j) Computed bonuses which total less than \$250.00 shall not be paid.

## ARTICLE XV

### INSURANCE

Section 1. The company will establish an insurance program either under a group insurance policy or policies issued by an Insurance Company or Insurance Companies. A copy of the insurance program is attached and made a part of the Agreement. The Company may at its option self insure life and S/A benefits.

Section 2. The Company agrees to pay the cost of furnishing the coverage provided for in the insurance program referred to above and shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name made on contracts for insurance.

Section 3. The Company by payment of the premium on any insurance policy or policies issued by an insurance company or companies selected by the Company in accordance with the program, shall be relieved of any further liability with respect to the benefits of the program under such policy or policies.

Section 4. Unless otherwise specifically provided herein, the Company shall pay all expenses incurred by it in the administration of the program.

Section 5. No matter respecting the program or and difference arising thereunder shall be subject to the grievance procedure established in the collective bargaining

agreement between the Company and the Union. The Company may at its option change insurance carriers to one with comparable coverage. A change in the health insurance carrier is subject to the grievance procedure prior to any change on the basis of comparability only.

Section 6. This agreement and insurance program shall continue in effect until the termination of the collective bargaining agreement of which this is a part.

Section 7. The insurance program summarized here will provide coverage for the eligible employees as follows:

Life Insurance Benefits

(Eighteen (18) months new hires) .....\$30,000.00  
Includes accidental death and dismemberment

Hospital and Surgical Benefits (Three (3) months new hires)

Prescription Drug Plan

(Eighteen (18) months new hires) .....\$3.00 deductible

Sickness and Accident Insurance (Eighteen (18)

months new hires January 5, 1985 .....\$205.00

Dental Plan (Eighteen (18) months new hires)

\$25.00 annual deductible, \$75.00 maximum family deductible on covered expenses for all full time employees.

Vision Care (Eighteen (18) months new hires)

The details of the above will be found in the contracts furnished by the Insurance Company or Insurance Companies and the rights of employees covered under the contracts will be found therein and become a part of this agreement.

Section 8. Employees who are laid off shall have the option to pay the first two premiums for basic health insurance (including vision) at the group rate. Payment must be made to the Company by the 20th day of the month in which the Company payment is due.

Section 9. All benefits cease when an employee is off work for one year.

Section 10. The employee is responsible for notifying the Company immediately when there is any change in their or their family's status with regard to all insurance policies or changes in information previously furnished to the company.

## ARTICLE XVI

### GENERAL

Section 1. The Company agrees to make every effort to provide proper safety and sanitary conditions and devices in the plant. The use of safety glasses and hearing protection in the plant will be mandatory and will be enforced 100 percent as a condition of employment.

Section 2. When an employee who has been disabled and not working due to compensable injury or occupational disease is able to return to work, he may be placed at work by the Company on any job in its plant regardless of such employee's seniority rating. All employees of the Company waive their seniority rights to such extent in favor of such an employee who is able to and does return to work; provided, however, that such an employee shall have such preferred seniority only for ninety (90) days after his return to work. Whenever practical, such employee shall replace a junior employee. After such ninety (90) days a review of the case shall be made by the Company and the Shop Committee to determine whether such ninety (90) days shall be extended.

Section 3. The Company will provide bulletin boards for the use of the Union to be located in central locations. All union notices must be approved and posted by the Plant Manager or someone designated by him. The Union agrees that no Union notice shall be posted in any other part of the plant.

Section 4. Any employee who has been injured during working hours and is required to leave the plant for treat-



ment or is sent home for such injury shall receive payment for the remainder of that shift at his regular rate of pay providing a Doctor or Nurse, designated by the Company, advised that such employee is unfit for further work on that shift. This provision applies only on the day of the original injury. An employee who declines light work within his capabilities forfeits pay for the balance of the shift.

Section 5. Nothing herein shall permit the Union or any of its members to assume authority to officiate in a managerial or supervisory capacity. The products to be manufactured, the location of plants, the methods of manufacturing are solely and exclusively the responsibility of the Company.

Section 6. No foreman or assistant foreman shall perform the regular work of an employee but this shall not be construed to prevent a member of the management from performing operations where an emergency arises, or for the purpose of investigation, inspection, experimentation, information, instruction, or otherwise as may be necessary in the discharge of their supervisory duties. When foreman is working on a machine for purposes of instruction or trouble shooting, the assigned operator will be present to observe as much as possible.

Section 7. The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down, stay-in or any other kind of strike, or other interference, or any other stoppage, total or partial, of production at the Company's plant during the terms of this agreement until all negotiations have failed through the grievance procedure set forth herein. Neither will the Company engage in any lockout until the same grievance procedure has been carried out.

Section 8. It is understood and agreed that in the event of any strike, work stoppage or interruption or impeding

of work on the part of the employees during the life of the agreement, there shall be no financial liability on the part of the International Union, the Local Union, or any of their officers, agents or members. The sole recourse and exclusive remedy for the employer in such event shall be to impose disciplinary measures upon employees involved.

Section 9. It is agreed that production must be maintained and failure of an employee to do so will cause him or her to be disciplined, as agreed upon by Management.

Section 10. Any employee who violates any term of this agreement shall be subject to disciplinary measures.

Section 11. Conditions covered in this contract are subject to State and Federal laws and rules and regulations imposed by any government agency.

Section 12. Economic issues shall not be a matter of negotiations within the period of this contract unless it is by mutual agreement between the Company and the Union.

Section 13. It shall be the employee's responsibility to provide the Company with current information including address, telephone number, dependents, etc., for insurance and other necessary purposes. Notification of any changes must be submitted in writing to the office and the employee will be given a dated receipt.

Section 14. The parties believe that this contract is not in any part contrary to the Provisions of any State or Federal law. In the event that it should be later found that a clause, sentence or paragraph of this agreement is in derogation of the provisions of any State or Federal Law, that portion of the contract shall give way to the provisions of the State or Federal law, and if it is necessary to revise such clause, sentence or paragraph, the parties will meet and negotiate the same, but all provisions of the contract not so in derogation shall continue

in full force and effect without change until the termination of the contract.

## ARTICLE XVII

### DURATION

Section 1. This agreement shall become effective on the 5th day of January, 1985, and remain effective until January 5, 1988, and from year to year thereafter unless written notice is given by either party to the other of its desire to terminate or modify the agreement at least sixty (60) days before the termination date or anniversary date thereof.

International Union                      FERNDAL FASTENER  
DIVISION

United Automobile,  
Aerospace  
& Agricultural Implement  
Workers of America,  
Local Union No. 771

ROBERT HEIDE  
Pres., Local 771, UAW

ART STIEBER  
Int'l. Rep., Region 1B, UAW

APPROVED BY:

BOB LENT  
Director, Region 1B, UAW

HAROLD CHAPPELL, JR.  
President  
Ring Screw Works

MICHAEL C. KURKO  
General Manager

SHOP COMMITTEE

RON BOWERS,  
Chairman  
BRYAN L. ANIOL  
NEIL BOWERS  
FRED SABER

## APPENDIX A

### WAGES

Base rates as of January 5, 1985,  
excluding \$.05 cost of living float.

	Top Rate	Afternoon and Midnight Shift Premium	Range
Header Set-Up	13.92	.55	1.15
Press Set-Up	13.92	.55	1.15
Roller Set-Up	14.10	.55	1.15
Floor Inspector	13.92	.55	1.15
Chief Inspector	14.37	.56	1.15
General Factory Worker	12.62	.50	1.95
Laborer	10.77	.40	1.95
Shipping Clerk	13.66	.54	1.15
Salvage Operator	12.10	.40	1.20
Heat Treat Operator	13.71	.54	1.20
Maintenance	14.39	.56	1.20
Toolmaker	15.13	.59	.75
Toolroom Machine Hand	14.78	.58	1.35
Toolroom Learner	12.68	.50	

For the second and third year of the contract, a payment will be paid on January 15, 1986 and 1987. The payment will be computed at 2% of employee's wages only for hours worked during the previous calendar year.

Notes:

- (a) Header, Press, Roller, Set-Up, Shipping Clerk, Heat Treat: New person starts at low rate and will receive 15¢ every three (3) months. Last 25¢ on merit only.
- (b) General Factory, Laborer, and Salvage Operator: New person starts at low rate and will receive 15¢ each two (2) months.
- (c) Toolroom Learner: To start at rate shown and will receive 10¢ every three (3) months until low toolroom machine hand rate is reached.
- (d) Leaders may be appointed in any classification—rate shall be 45¢ over top rate of that classification.

## APPENDIX B

### HOLIDAYS

The employees (new employees after sixty (60) days will be paid for the following holidays subject to the provisions below:

1985	1986	1987
Memorial Day	Memorial Day	Memorial Day
July 4th	July 4th	July 3rd
July 5th	Labor Day	Labor Day
Labor Day	Thanksgiving	Thanksgiving
Thanksgiving	Day After Thanksgiving	Day After Thanksgiving
Day After Thanksgiving	Dec. 24	Dec. 24
Dec. 23	Dec. 25	Dec. 25
Dec. 24	Dec. 26	Dec. 28
Dec. 25	Dec. 29	Dec. 29
Dec. 26	Dec. 30	Dec. 30
Dec. 27	Dec. 31	Dec. 31
Dec. 30	Jan. 1, 1987	Jan. 1, 1988
Jan. 31	Jan. 2, 1987	
Jan. 1, 1986		

Holiday pay to be eight (8) hours straight time, no overtime or night premium except as follows: Night shift premium will be added to holiday pay for all holidays except those holidays associated with Christmas-New Year holiday period.

1. No employee on leave of absence shall receive holiday pay if a holiday shall fall during his leave of absence.

2. Holiday pay for a seniority employee will be reduced if he does not work all scheduled hours of his shift

on the last work day prior to the holiday and the first work day after the holiday. He will be paid according to the actual number of hours he works (to the nearest quarter hour) compared to the total number of scheduled hours in the last work day before the holiday and the first work day after the holiday. For example, if nine (9) hours are scheduled on the last work day before the holiday and the first work after the holiday, the total number of scheduled hours is 18. If the employee works 12 of the 18 hours, he would receive only 12/18 or 2/3 of the holiday pay to which he would otherwise be entitled.

3. For Christmas-New Year periods only, occurring during this agreement, holiday pay eligibility for employees who work the shift hours on the last scheduled work day before and the first scheduled work day after the holiday period will be determined in accordance with section 2, above. For employees who are absent during the scheduled shifts on either the last scheduled work day before or the first scheduled work day after the holiday period, eligibility for holiday pay will be determined by applying the percentage of time worked during the four (4) day period inclusive of the last three (3) work days before the holiday and the first scheduled work day after the holiday. The amount of holiday pay will be determined on the basis of the percentage of hours worked during this four (4) day period compared to the number of scheduled hours during the period. However, if an employee is absent on both the last scheduled work day before and the first scheduled work day after the holiday period, he will be ineligible for any holiday pay.

## APPENDIX C

### BEREAVEMENT PAY AND JURY DUTY

#### Bereavement Pay

In the event of death in the immediate family of an employee (new employees after one year) said employee,



upon proper application in writing and presentation of proof of death, shall be compensated for any scheduled (or polled) working time lost based on eight (8) hour days at straight time, Monday through Saturday (in order to qualify for Saturday pay, the employee must have worked 3 of the last 6 scheduled Saturdays). When heat treat operators are scheduled seven (7) days, they shall be eligible to receive bereavement benefits for a scheduled Sunday. This benefit is intended to compensate an employee only for scheduled working time necessarily lost by the death to the extent of and limited by three (3) scheduled working days on an eight (8) hour straight time basis. Immediate family shall mean spouse, child, mother, father, brother and sister, and spouse's child, mother, father, brother, sister, and employee's natural grandchildren. This benefit to begin at the time of death and end on the day services are held and is not intended to compensate for time the employee may request after the service for travel or other reasons.

#### Jury Duty

The Company shall pay an employee (new employees after one year) who necessarily loses time from his job because he has been summoned to Jury Duty as certified by the Clerk of the Court, — the difference between his scheduled straight time average earnings for eight (8) hours per day and the daily fee. Maximum of forty (40) hours per week. No payment to be made if employee volunteers for jury duty. Jury duty pay not to exceed 45 calendar days.

In order to be eligible to receive any credit for time missed, an employee who is dismissed prior to 12:30 p.m. or is scheduled for only a part day shall report to work for the balance of the shift. Afternoon shift employees shall work the number of hours beginning at his regular starting time, that a day shift employee would have been able to work.

## APPENDIX D

### COST-OF-LIVING ALLOWANCE AND ANNUAL IMPROVEMENT FACTOR

#### COST-OF-LIVING ALLOWANCE

Effective at the beginning of the first pay period commencing on or after April 5, 1985, and thereafter during the period of this Agreement, each employee covered by the Agreement shall receive a cost-of-living allowance set forth.

The cost-of-living shall not be added to the base rate for any classification, but only to each employee's straight time earnings. The cost-of-living allowance shall be taken into account in computing overtime premium, night-shift premium, vacation payments, holiday payments, and call-in pay.

#### BASIS FOR ALLOWANCE

The cost-of-living allowance will be determined and re-determined as provided below in accordance with changes in the official revised Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. All Cities Average) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the BLS Consumer Price Index.

Continuance of the cost-of-living allowance shall be contingent upon the availability of the BLS Consumer Price Index in its present form and calculated on the same basis as the BLS Consumer Price Index for November 1984.

During the life of this Agreement, any adjustment in the cost-of-living allowance that is in excess of five cents (5¢) per hour shall be made at the following times:

Effective Date of Adjustment	Based Upon Three-Month Average of the BLS Consumer Price Index For:
First pay period com- mencing on or after April 5, 1985 and at three-month intervals thereafter to October 5, 1987.	December 1984, January and February 1985 and at three-month intervals thereafter to June, July, and August, 1987.

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index point.

The amount of the cost-of-living allowance shall be five cents (5¢) per hour effective with the effective date of this Agreement. Effective April 5, 1985, and for any period thereafter, as provided above, the cost-of-living allowance shall be a 1-cent adjustment for each 0.3 change in the Average Index for the appropriate three months indicated above with the three month average of September, October, and November 1984 as a base. In addition all rates of pay GFW and below shall receive 1/2 COLA adjustments until such time as the GFW rate equals 80% of the Header Setup rate.

#### ADJUSTMENT PROCEDURE

In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to, any adjustments in the cost-of-living allowance required by such appropriate Indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.

No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any month or months specified above.

The parties to the Agreement agree that the continuance of the cost-of-living allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for December 1984, unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index for December 1984.

#### APPENDIX E

##### PENSION PLAN

Subject to the approval of the Board of Directors and Stockholders, the Company will revise the pension plan established in 1955, hereinafter referred to as the "Plan", as follows:

(1) An insurance company shall be designated by the Company, and a contract executed between the Company and such insurance company, under the terms of which, a pension fund shall be established to receive and hold contributions payable by the Company, interest, and other income, and to pay the pensions provided by the Plan.

(2) The Company by payment of the contributions or amounts provided in the above mentioned insurance company contract shall be relieved of any further liability, and pensions shall be payable only from the insured fund.

(3) In the event of termination of the Plan, there shall be no liability or obligation on the part of the Company to make any further contributions to the pension fund. No liability for the payment of pension benefits under the Plan shall be imposed upon the Company, the officers, directors, or stockholders of the Company.

(4) The Company reserves the right to amend, modify, suspend or terminate the Plan by action of its Board of



Directors provided, however, that no such action shall alter the plan or its operation, except as may be required by the Internal Revenue Service for the purpose of meeting conditions for qualification and tax deductions under Sections 401, 404, and 501(a) of the Internal Revenue Code, in respect of employees who are represented under a collective bargaining agreement in contravention of the provisions of any such agreement pertaining to pension benefits as long as any such agreement is in effect.

(5) Principal provisions of the pension plan are shown below, but the individual booklets which will be furnished each participant contain full information and will be based on the contract entered into with the insurance company.

#### EFFECTIVE DATE

January 5, 1985

#### ELIGIBILITY

All employees who will have completed ten (10) or more years of continuous credited service at retirement.

#### NORMAL RETIREMENT DATE

The normal retirement date of all employees will be age 65. All employees will be retired on the first day of the month following their 70th birthday.

#### EARLY RETIREMENT

If you have completed at least ten (10) years of credited service, you may retire between age 60 and 65. You may elect to receive:

- (a) A pension at age 65 based on your credited service up to your early retirement date;
- (b) A pension beginning at your early retirement date based on your credited service up to that

date but reduced in accordance with the early retirement table as detailed in the master pension contract.

Continuous health insurance and prescription drug coverage for employees who elect early retirement with (15) years of service at age 62 or with twenty-five years of service at age 60: For the life of the retiree only. In order to receive payment, retiree may not be employed full time nor earn more than \$6,000.00 per year if self-employed or working part time.

#### RETIREE MEDICAL COVERAGE

Retirees will be reimbursed for maximum \$15.50 monthly cost of Medicare from the pension fund. Future retirees will be covered by health insurance carrier with same health coverage as active employees. Benefits will be coordinated with Medicare and all benefits will cease upon death of retired employee.)

#### RETIREMENT INCOME

Pensions will be in the amounts set forth below per month for each year of credited service at retirement with a maximum of thirty-seven (37) years. An employee retiring with less than ten (10) years of credited service is not eligible for benefits:

	Future Per Month	Present Per Month
10 years but less than 15	14.00	10.20
15 years but less than 20	15.00	10.40
20 years but less than 25	16.00	10.60
25 years but less than 30	17.00	10.80
30 years and over	18.00	11.00

#### VESTED PENSION RIGHTS

Minimum continuous credited service—10 years.  
Survivorship option available as selected.

### DISABILITY INCOME

Employees with at least fifteen (15) years of service who are between the ages of 40 and 65 will be eligible for a pension of \$15.00 per month for each year of service in the event of total and permanent disability. At age 65, the employee will receive the regular retirement income based on service at disability date. The maximum payment shall be 25 years of service less workmen's compensation benefits or any other disability payments as provided in the master pension contract, exclusive of Social Security disability payments. Subject to Internal Revenue Service approval.

### CONTINUED LIFE INSURANCE

Continued life insurance shall be provided for employees who are retired under the pension plan in the amount of \$5,000.00.

No matter respecting the plan or any differences arising hereunder shall be subject to the grievance procedure established in the collective bargaining agreement between the Company and the Union.

### FERNDAL FASTENER DIVISION SAFETY RULES

1. Take the time to do any job the safe way.
2. Use the proper tool for the job.
3. Exercise caution in the operation of the Hi-Lo.
4. Do not drive Hi-Lo onto any truck without first checking to see that wheels are blocked.
5. Do not repair a machine unless the power is off and locked out.
6. Do not engage in "horse play" of any kind.
7. Always keep the guards in place on all machinery.
8. Keep hands and fingers clear of moving machinery.
9. Wear safety glasses and ear protection in shop area.
10. Do not point an air hose toward another person.
11. Do not attempt electrical repairs unless you are qualified.
12. Do not leave oil, parts or refuse lying on the floor in your work area.
13. Use proper lifting methods to prevent back injury.
14. Use ladders in a safe manner and return them to the proper location.
15. Know where the fire extinguisher is located for your area.

1985 AGREEMENT BETWEEN RING SCREW  
DIVISION OF RING SCREW WORKS AND  
INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AIRCRAFT AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA  
(UAW) LOCAL NO. 771

\* \* \* \*

THIS AGREEMENT, made and entered into this 5th day of January, 1985, between the RING SCREW DIVISION of RING SCREW WORKS, hereinafter referred to as the Company, and the International Union, United Automobile, Aircraft & Agricultural Implement Workers of America (UAW) Local No. 771, hereinafter referred to as the Union, agree as follows:

ARTICLE I  
RECOGNITION

*Section 1.* The Company recognizes the International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, Local No. 771, as the exclusive representative of its employees for the purpose of collective bargaining in respect to matters on rates of pay, wages, hours of employment, and other conditions of employment.

*Section 2.* The term "employees" as used in this agreement shall not include any persons working as foremen, industrial nurses, guards, salaried office and clerical employees, engineering and drafting employees, firemen, stock chasers, maintenance engineers, technical employees, and supervisors as defined in the National Labor Relations Act, as amended.

*Section 3.* The management of the plant and the direction of the working forces, including (but not limited to) the right to hire, suspend, or discharge for just cause, the right to adopt shop rules, the right to relieve employees from duty because of lack of work or other

legitimate reasons, and to introduce new and improved methods, are vested exclusively in the Company; provided, however, that this will not be used for the purpose of discriminating against any employee because of membership in the Union, subject to provisions of this agreement.

ARTICLE II  
UNION SECURITY

*Section 1.* It shall be a continuing condition of employment with the Company, for the duration of this agreement, that employees covered by this agreement, both present and new employees, shall be members in good standing with the Union. New employees shall become members sixty (60) days after their hiring date.

*Section 2.* For the purpose of this article, an employee shall be considered a member of the Union in good standing if he tenders the periodic dues and initiation fees required as a condition of membership.

*Section 3.* The Company shall, from each employee starting sixty (60) days after their hiring date, who, in writing, on form agreed to by the Company and the Union, authorized the Company to do so, deduct union dues in such amount as shall be certified to on such form from wages payable on the first regular pay-day of each month. All sums deducted shall be remitted to the Union not later than the 30th day of the calendar month in which the deductions are made and shall be accompanied by a record of employees from whom deductions have been made, with the amount of such deductions.

ARTICLE III  
UNION REPRESENTATION

*Section 1.* For the purpose of collective bargaining and for the disposition of grievances, there shall be a Shop Committee consisting of six (6) members maximum



who will be elected by employees on the seniority list of the Company and one representative of the Local Union who may act as an ex officio member of the Shop Committee. Members of the Shop Committee shall also act as stewards.

*Section 2.* Meetings between the Shop Committee and the Company Representatives shall take place during working hours, the Company to pay Committeemen only for time on regular scheduled shift. Should the Company or the Union request a special meeting in writing, such meeting shall be held within three (3) days from such request or as soon thereafter as possible.

*Section 3.* A copy of the minutes of meetings between Management and the Shop Committee shall be posted on the bulletin board. Minutes to be prepared by the Shop Committee Secretary and shall be approved for posting by the Company Representative.

*Section 4.* No employee with less than twelve (12) months seniority shall be eligible for any elective office in the Union within the plant.

*Section 5.* The names of the Shop Committee and the Plant Chairman shall be certified in writing to the Company by the Union.

#### ARTICLE IV

##### GRIEVANCE PROCEDURE

*Section 1.* Should a difference arise between the Company and the Union, or its members employed by the Company, as to the meaning and application of the provisions of the agreement, an earnest effort will be made to settle it as follows:

*Step 1.* Between the employee, his steward, and the foreman of his department. If a satisfactory settlement is not reached, then

*Step 2.* Between the employee, his steward(s) and the Manufacturing Manager or his alternate. If a satisfactory settlement is not reached, the grievance shall be reduced to written form and then

*Step 3.* Between the Shop Committee, with or without the employee, and the Company Management. If a satisfactory settlement is not reached, then

*Step 4.* Between the Shop Committee, Local Union &/or International Representative, and the Plant Manager. If a satisfactory settlement is not reached, then

*Step 5.* The Shop Committee and the Company may call in an outside representative to assist in settling the difficulty. (This may include arbitration by mutual agreement in discharge cases only.)

Requests for arbitration must be made within thirty (30) days after the decision of the Company has been given to the Union at the fifth step of the Grievance Procedure. A request will be made in writing to the American Arbitration Association which will submit a list of qualified arbitrators for the parties' selection. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

It is understood and agreed that the arbitrator shall have no authority except to determine disputes involving discharges. The arbitrator shall construe this Agreement in a matter which does not interfere with the exercise of the employer's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the



employer's where the employer is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of either State or Federal law. The arbitrator shall have no power to rule upon any case which might otherwise be the subject of a charge of an unfair labor practice or a State or Federal civil rights claim.

The arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the employer, the Union, and the employee or employees involved.

Either party shall have the right to secure, serve, and enforce subpoenas for such witnesses as are necessary to the full presentation of its case. The arbitrator's fees and expenses shall be borne equally between the parties. The expenses and compensation for attendance of any employee, witness or participant in the arbitration hearing, shall be paid by the party calling such employee, witness, or requesting such participation.

#### *Section 2.*

- (a) Grievances alleging an unjust or discriminatory discharge must be submitted in writing to the foreman involved within two (2) working days of the discharge. The Company must render a final decision through the grievance procedure within four (4) working days of the receipt of such grievance.
- (b) Any employee who, as a result of such grievance is reinstated, shall be paid by the Company for the time which he would otherwise have worked for the Company and shall be returned to his regular job at his previous rate.

*Section 3.* The Company shall not consider the grievances of any individual employee unless it is presented in writing under the grievance procedure within five (5) working days of their occurrence, excepting discharges which are governed by the preceding section. The Company must render a final decision through the grievance procedure within three (3) working days of the receipt of such grievance.

*Section 4.* Unresolved grievance (except arbitration decisions) shall be handled as set forth in Article XVI, Section 7.

*Section 5.* Members of the Shop Committee and Plant Chairman shall be allowed the necessary time to investigate and adjust grievances promptly.

*Section 6.* An agreement reached between the Company and the Shop Committee under the grievance procedure shall be binding on all employees affected and cannot be changed by any individual.

### ARTICLE V

#### SENIORITY

*Section 1.* All persons shall be considered on a probationary basis for a period of six (6) months from the date of hiring and may be laid off or discharged before the expiration of said period without recourse.

*Section 2.* The Company will prepare and post the seniority list on the bulletin board. It will be brought up to date each six-month period.

*Section 3.* An Employee shall lose seniority for the following reasons:

- (a) An Employee quits.
- (b) The Employee is discharged for just cause.
- (c) The Employee is absent for three (3) work days from work without notifying the Company unless

the employee presents a reason acceptable to the Management and the Shop Committee for not having done so.

- (d) The Employee fails to report for work within three (3) working days (five (5) working days when an employee verifies full time employment (minimum of 32 hours per week) at the time of recall) when recalled by the Company after a lay-off unless he presents a reason acceptable to the Company and the Shop Committee.
- (e) If the Employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff period.
- (f) If the Employee on extended layoff fails to notify the Company annually of his intention of returning to employment with the Company if recalled. Such notice to be made by certified or registered mail annually within ten (10) working days prior to the anniversary date of layoff. Notice may also be given in person during regular business hours and in such case the employee shall receive a receipt for delivery of notice.

*Section 4.* An Employee who believes that his seniority rights are being violated shall notify the Shop Committee which, in turn, shall notify the Manufacturing Manager in writing. The Manufacturing Manager will provide the Committee with a receipt showing that he received the notification. If his seniority rights are being violated, and if after notification, the Company fails to rectify its error, the aggrieved employee shall be compensated for the loss of his time at his regular rate from the time of such notification until the time he is restored to work.

*Section 5.* Shop Committee members shall head the seniority list for purposes of lay off and recall during their term of office and shall be returned to their orig-

inal standing on the seniority list on the termination of this service.

## ARTICLE VI

### LAYOFF

*Section 1.* When it becomes necessary to reduce the work force, the Company shall apply the following program:

- (a) All employees shall be given forty-eight (48) hours notice before layoff becomes effective, unless layoff is for less than one week.
- (b) All probationary employees shall be laid off first within department.
- (c) In the event of any further layoffs, the man who has the least seniority in his department shall be laid off first. Any deviation subject to agreement by the Company and the Shop Committee.
- (d) There are two (2) departments—the Tool Department and the Production Department.
- (e) The Company agrees not to operate more than five (5) people per shift, excluding heat treat, in excess of forty (40) hours per week during the time employees with more than one year seniority are laid off. The foregoing overtime shall not include more than two (2) Saturdays in a row. Any temporary deviation from the above to be approved by the Shop Committee.

*Section 2.* When an employee is sent home for lack of work or other causes except sickness, injury or infraction of shop rules, no junior employee shall be permitted to work on a job where such employee was working except in cases of a reasonable emergency approved by the Shop Committee on that shift.

*Section 3.* Employees with greater seniority shall replace employees who have less seniority whenever any time is to be lost due to lack of work, breakdown, or other



causes, exceptions to be approved by the Shop Committee.

## ARTICLE VII

### RECALL

*Section 1.* Employees shall notify the Company of any change of address within five (5) days after such change has been effected. They shall receive a receipt from the Company that such notice has been given. Such notice shall be sent to the Company by United States registered mail or delivered to the Company in person. The Company shall be entitled to rely upon the address shown upon its records.

*Section 2.* When the seniority list in any department is exhausted, when recalling employees back to work, it is agreed that before any new employee shall be hired, employees laid off in any other department who are qualified to perform the required services shall be called in to such departments to work as new employees until such time as said employees may be called back to work in their own departments by virtue of their seniority therein. Seniority shall be accumulative during layoffs.

## ARTICLE VIII

### PROMOTIONS

*Section 1.* It shall be the policy of the Company to advance employees to better jobs by seniority. In filling a new job or vacancy, a determination of practical ability and proper ability to perform services on such new job or vacancy shall be made by the Company and approved by the Shop Committee. Job openings shall be posted until the end of the second business day. Postings shall expire four (4) weeks after posting is removed from the bulletin board. Jobs need not be filled during the four (4) week period, only assignments to jobs must be completed. Employees who are upgraded

to a new classification shall be ineligible for any new vacancies for a period of three (3) years where training is required or for eight (8) months if no training is required except by mutual agreement of the Management and the Shop Committee.

*Section 2.* When the Company determines that an opening in the inspection supervisor classification exists for which bargaining unit members may apply, the Company will review applicants on the basis of their respective merit, ability, and capacity to do the required work. Where merit, ability, and capacity among the applicants as determined by the Company is equal, then seniority will determine the successful applicant.

*Section 3.* Foremen promoted from the ranks and demoted again shall be allowed to work on the basis of their seniority. Foremen shall accumulate seniority effective January 5, 1980.

*Section 4.* The Company reserves the right to advance employees of the Company into clerical or other positions not covered by this agreement. In the event the Company shall select any of its hourly rated employees for such position, and it shall thereafter be determined by the Company that said employees are not suited for those positions, then said employees shall be returned to their original occupations and their seniority shall accumulate in the meantime.

## ARTICLE IX

### TRANSFERS

*Section 1.* When vacancies occur on the day shift on a job classification, the employee with the most seniority on the night shift in that job classification will be given the vacancy, at his option, and the new employee hired will replace him on the night shift. This applies only when an experienced man is hired from the outside.



*Section 2.* The Company shall maintain separate seniority lists for the toolroom and production employees. An employee transferring from the production to the toolroom shall accumulate seniority in the toolroom from the first day he enters the toolroom. When it is necessary to reduce the working force in the toolroom, the employee who has transferred from production will be returned to his original group in place of being laid off with total accumulated seniority.

*Section 3.* An employee who is transferred to another classification by reason of his exercise of his seniority rights shall assume the rate of pay for the classification to which he is transferred.

*Section 4.* An employee who transfers to any job, and who fails to make good on that job or is dissatisfied with it, forfeits his right to displace any other employee who has been promoted in the meantime. He will assume the classification of General Factory Worker and must wait until another vacancy is posted for which he is eligible. A transferred employee who is dissatisfied with his new job must notify his foreman within thirty (30) days of the starting date to that effect.

*Section 5.* The trial period during which it can be determined whether an employee is capable of handling a new job shall not exceed six (6) months.

*Section 6.* In the event an operation in any department is discontinued, employees on such operation shall be assimilated by the rest of the department according to their seniority and ability.

*Section 7.* The Company may hire an experienced worker for a replacement or for a new job if there is no person on the seniority list who has the necessary qualifications of the job and proficiency to do immediately such job without training — no posting. The Company shall notify the Shop Committee two (2) days prior

to the starting date when a new employee is to be hired under this section.

*Section 8.* When new jobs are placed in production and can not be properly placed in existing classifications by mutual agreement and whenever an existing job changes substantially after the effective date of the current agreement, Management will set up a new classification and rate covering the job in question and will designate it as temporary. A copy of the temporary rate and classification name will be furnished to the Shop Committee. Within thirty (30) days after such a new job as defined above has been placed into production, the Company and the Union will negotiate the rate and classification. When such negotiations have been completed, they shall become part of the Local Wage schedule and the negotiated rate, if higher than the temporary rate, shall be applied retroactive.

*Section 9.* Employees shall not be allowed to down grade (that is accept a job of lower rate of pay) below 1/2 SS Boltmaker rate except under provisions of Article VI within three (3) years from the time they upgraded. Exceptions may be made only if acceptable to both the Company and the Shop Committee.

*Section 10.* When the Company determines that an opening in the toolroom exists for which bargaining unit members may apply, the Company will review applicants on the basis of their respective merit, ability, and capacity to do the required work. Where merit, ability, and capacity among the applicants as determined by the Company is equal, then seniority will determine the successful applicant.

## ARTICLE X

### LEAVES OF ABSENCE

*Section 1.* Upon properly written application, written leaves of absence for a specific purpose and specified

period of time may be granted employees without loss of seniority at the discretion of the Company and the Shop Committee, a copy of such leaves of absence to be given to the Shop Committee. Leaves of absence are to be limited to a period of three (3) months, subject to renewal. Falsification on the application shall be sufficient cause for discharge of the employee. A notice of such leaves of absence shall be posted on the bulletin board for forty-eight (48) hours after being granted.

*Section 2.* Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the Company, shall at their request receive leaves of absence. Upon their return, they shall be reemployed at work generally similar to that which they did last prior to the leave of absence with seniority accumulated during each leave of absence. At no time shall members of the Union, either elected or selected by the Union to do work which takes them from their employment, exceed one (1) in number, plus one additional member for up to thirty (30) days.

#### ARTICLE XI

##### HOURS OF WORK AND OVERTIME

*Section 1.* The regular work day shall be eight (8) hours and regular work week forty (40) hours.

*Section 2.* Employees shall receive time and a half for all work over eight (8) hours in any one day, for over forty (40) hours in any one week, and for work on Saturday; provided, however, that hours worked after midnight of Friday which are part of the regular Friday night shift shall be paid for at straight time rates for the first eight (8) hours of the shift.

*Section 3.* Employees shall receive double time for Sunday. They shall also receive double time in addition to their holiday pay for all work done on the following days: New Years Day, Memorial Day, Fourth of July,

Labor Day, Thanksgiving Day, Christmas, and for any hours in excess of four hours on each shift on December 24 and December 31. Employees shall receive time and a half for other holidays which the Company may schedule to provide the flexibility to meet customer demands.

*Section 4.* The allowance for an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payment.

*Section 5.* Employees shall not be required to work after five (5) p.m. on December 24 and December 31.

*Section 6.* The regular work week shall start at 12:01 Monday morning and end Friday 12:00 midnight inclusive.

*Section 7.* The Company shall specify a starting and quitting time for all operations. The Company shall post notice of permanent changes in starting and quitting times three (3) days prior to the effective date.

*Section 8.* All employees shall be paid on Company time on Thursday of each week. If a payday falls on a holiday or a department is not working on that day, employees in such department shall receive his/her pay on the day before.

*Section 9.* When regular shifts extend into Saturday, Sunday, or legal holidays specified herein, all time beyond one (1) hour worked within such days shall be paid at overtime rates, except as provided in Section 2 immediately above.

*Section 10.* Overtime work shall be equitably distributed in each department as nearly as possible by applying a policy of rotation together with the ability of the employees to perform the work.



## ARTICLE XII CALL-IN PAY

*Section 1.* In the event that an employee reports for work at his regular shift without having had proper notice not to report, he shall be given at least four (4) hours work, or if no work is available, he shall be paid for four (4) hours at the occupational rate of the job for which he was scheduled to report. The Company may at its discretion assign the employee to any work available which he is able to perform, and if the employee refuses such assignment, he shall not receive any pay. In the event of fire, storms, floods, power breakdowns, work stoppages, or other causes beyond the control of the Company which interfere with work being provided, the provisions of this section will not apply.

If an employee is absent from work on the previous scheduled work day, he shall not be entitled to the benefit of the provision if proper notification has been given other employees.

## ARTICLE XIII WAGES

*Section 1.* When a general factory worker is permanently transferred to a higher rated job he shall receive the minimum rate for the job to which he is transferred. He shall receive fifteen cents (15¢) per hour increase each three (3) months, not to exceed twenty-five (25¢) below top for the job.

*Section 2.* Employees who are permanently transferred to a lower rated job shall receive one (1) week notice before the transfer is made, and upon the transfer will take the rate of the new job. If one (1) week notice shall not be given, the permanently transferred employee shall be paid for the first week at the rate of his

previous job, after which first week he shall receive the rate of the job to which he has been transferred. This section does not apply when the Company downgrades an employee for non-satisfactory job performance or the employee requests the downgrade.

*Section 3.* The employees (after (60) days for new employees) will be paid for the following holidays:

1985—Memorial Day, Fourth of July, July 5th, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 23, December 24, December 25, December 26, December 27, December 30, December 31; 1986—January 1.

1986—Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, December 26, December 29, December 30, December 31; 1987—January 1, January 2.

1987—Memorial Day, July 3rd, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, December 28, December 29, December 30, December 31; 1988—January 1.

Provided that all pay for holidays is based on the average number of straight time hours worked on the full work day preceding and full work day following the holiday. The average is the number of straight time hours for which the Company will give holiday pay, multiplied by the employee's straight time rate with no overtime or shift premium included therein; it equals the amount of the employee's compensation for the holiday.

Night shift premiums will be added to holiday pay for all holidays except those holidays falling within the entire Christmas-New Year period.

Furthermore, in the instance of the four (4) or more holidays falling on consecutive days we will use the four (4) scheduled work days prior to the holidays and the



first scheduled work day after the holidays and pay for each day of the holiday the average number of straight time hours worked in the aforementioned five (5) days. (This paragraph only effective when an employee missed the day before or day after.)

However, the amount of holiday pay is not to exceed eight (8) hours for the full holiday.

#### ARTICLE XIV

##### VACATIONS

*Section 1.* Each employee who on June 1 has one or more years seniority shall be entitled to a vacation payment as follows:

<u>SENIORITY</u>	<u>NUMBER OF HOURS PAY</u>
One Year * .....	20 hours
One year but less than three .....	60 hours
Three years but less than five .....	80 hours
Five years but less than ten .....	100 hours
Ten years but less than fifteen .....	120 hours
Fifteen years but less than twenty .....	140 hours
Twenty years but less than twenty-five .....	160 hours
Twenty-five years but less than thirty .....	180 hours
Thirty years and over .....	190 hours

\* Employees who are hired between June 1 and November 1 shall receive twenty (20) hours pay on their first anniversary date.

*Section 2.* For determining vacation seniority all employees shall use June 1 as a base.

*Section 3.* Vacation pay shall be computed at the employees regular hourly rate, and no overtime, shift premium, or holiday time shall be included therein.

*Section 4.* Periods of absence from work for any reasons other than compensable injury in excess of thirty (30) continuous days will be deducted and an adjusted vaca-

tion pay made for time actually worked. An employee absent from work for a continuous period of thirty (30) days or longer due to sickness or off-the-job injury shall receive vacation credit for the first thirty (30) days of that absence. An employee who does not work, at least ten (10) full days during the vacation year for any reason including loss of work due to a compensable injury shall not receive any vacation pay.

*Section 5.* Vacation will be taken at any time before December 1 of that year (may be taken after December 1 with Company approval), but must be arranged with the approval of the foreman of the department who will be governed by the order in which requests are made and conditions in regard to work in that department. The employee shall receive his vacation pay at the time he leaves on his vacation or June 1 whichever is later, but not later than the last working day of August.

*Section 6.* An employee who has one (1) year or more seniority and for any reason is leaving the employ of the Company, shall receive the vacation pay he would be entitled to according to the seniority as outlined in Section 1, prorated to time actually worked.

#### ARTICLE XV

##### INSURANCE

*Section 1.* The Company will establish an insurance program either under a group insurance policy or policies issued by an Insurance Company or Insurance Companies. A copy of the insurance agreement is attached and made a part of the agreement. The Company may at its option self-insure Life and S/A Benefits.

*Section 2.* The Company agrees to pay the cost of furnishing the coverage provided for in the insurance programs referred to above and shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name made on contracts for insurance.

*Section 3.* The Company by payment of the premiums of any insurance policy or policies issued by an insurance company or companies selected by the Company in accordance with the program, shall be relieved of any further liability with respect to the benefits of the program under such policy or policies.

*Section 4.* Unless otherwise specifically provided herein, the Company shall pay all expenses incurred by it in the administration of the program.

*Section 5.* No matter respecting the program or any difference arising thereunder shall be subject to the grievance procedure established in the collective bargaining agreement between the Company and the Union. The Company may at its option change insurance carriers to one with comparable coverage. A change in the health insurance carrier is subject to the grievance procedure prior to any change on the basis of comparability only.

*Section 6.* This agreement and insurance program shall continue in effect until the termination of the collective bargaining agreement of which this is a part.

*Section 7.* The insurance program summarized here will provide coverage for the eligible employees as follows:

Life Insurance Benefits—Eighteen (18) months	
new hires .....	\$30,000.00
Accidental Death and Dismemberment	
Sickness and Accident Insurance—Eighteen (18)	
months new hires January 5, 1985 .....	\$205.00
Hospital and Surgical Benefits—Three (3) Months	
new hires	
Prescription Drug Plan—Eighteen (18) months	
new hires .....	\$3.00 deductible
Dental Care Plan—Eighteen (18) months new hires	
Vision Care—Eighteen (18) months new hires	

The details of the above will be found in the contracts furnished by the insurance company or companies and the rights of employees covered under these contracts will be found therein and become a part of this agreement.

*Section 8.* The employee is responsible for notifying the Company immediately when there is any change in their or their family's status with regard to all insurance policies or changes in information previously furnished to the Company.

*Section 9.* Employees who are laid off shall have the option to pay the first two premiums for basic health insurance (including vision) at the group rate. Payment must be made to the Company by the 20th day of the month in which the Company payment is due.

*Section 10.* All benefits cease when an employee is off work for one year.

## ARTICLE XVI

### GENERAL

*Section 1.* The Company agrees to make every effort to provide proper safety and sanitary conditions and devices in the plant. The use of safety glasses and hearing protection in the plant will be mandatory and will be enforced 100 percent as a condition of employment.

*Section 2.* When an employee who has been disabled and not working due to compensable injury or occupational disease is able to return to work, he may be placed at work by the Company on any job in its plant regardless of such employee's seniority rating. All employees of the Company waive their seniority rights to such extent in favor of such an employee who is able to and does return to work; provided, however, that such an employee shall have such preferred seniority only for ninety (90) days after his return to work. Whenever practical, such employee shall replace a junior em-



employee. After such ninety (90) days, a review of the case shall be made by the Company and the Shop Committee to determine whether such ninety (90) days shall be extended.

*Section 3.* The Company will provide bulletin boards for the use of the Union to be located in central locations. All Union notices must be approved and posted by the Plant Manager or someone designated by him. The Union agrees that no Union notice shall be posted in any other part of the plant.

*Section 4.* Any employee who has been injured during working hours and is required to leave the plant for treatment or is sent home for such injury shall receive payment for the remainder of the shift on which the original injury occurred at his regular rate of pay providing a doctor or nurse designated by the Company advised that such employee is unfit for further work on that shift. An employee who declines light work within his capability forfeits pay for the balance of the shift.

*Section 5.* Nothing herein shall permit the Union or any of its members to assume authority to officiate in a managerial or supervisory capacity. The products to be manufactured, the location of the plant, the methods of manufacturing are solely and exclusively the responsibility of the Company.

*Section 6.* No foreman or assistant foreman shall perform the regular work of an employee, but this shall not be construed to prevent a member of the management from performing operations where an emergency arises, or for the purpose of investigation, inspection, experimentation, information, instruction, or otherwise as may be necessary in the discharge of their supervisory duties. Foremen shall when working on an employee's assigned machine have machine operator present to observe as much as possible.

*Section 7.* The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit down, stay-in or any other kind of strike, or other interference, or any other stoppage, total or partial, of production at the Company's plant during the terms of this agreement until all negotiations have failed through the grievance procedure set forth therein. Neither will the Company engage in any lockouts until the same grievance procedure has been carried out.

*Section 8.* It is understood and agreed that in the event of any strike, work stoppage, or interruption or impending of work on the part of the employees during the life of the agreement, there shall be no financial liability on the part of the International Union, the Local Union, or any of their officers, agents, or members. The sole recourse and exclusive remedy for the employer in such event shall be to impose disciplinary measures upon employees involved.

*Section 9.* It is agreed that production must be maintained and failure of an employees to do so will cause him or her to be disciplined. Where disciplinary action is involved, a steward will be notified before action is taken.

*Section 10.* Conditions covered in this contract are subject to State and Federal laws and rules and regulations imposed by any government agency.

*Section 11.* Economic issues shall not be a matter of negotiations within the period of this contract unless it is by mutual agreement between the Company and the Union.

*Section 12.* The parties believe that this contract is not in any part contrary to the provisions of any State or Federal law. In the event that it should be later found that a clause, sentence, or paragraph of this agreement is in derogation of the provisions of any State or Federal law, that portion of the contract shall give way to



the provisions of the State or Federal law, and if necessary to revise such clause, sentence, or paragraph, the parties will meet and negotiate the same, but all provisions of the contract not so in derogation shall continue in full force and effect without change until the termination of the contract.

*Section 13.* Employees shall notify the Company in case it is necessary for them to be absent from work. This notice is to be given on the day the employee is absent or previously and include reason for absence and expected duration. Such notice shall be given each day the employee is absent. Failure to comply with this rule makes the employee subject to disciplinary action.

*Section 14.* Whenever the masculine pronoun is used in this agreement, the feminine pronoun is also included.

#### ARTICLE XVII

##### DURATION

*Section 1.* This agreement shall become effective on the 5th day of January 1985 and remain effective until January 5, 1988, and from year to year thereafter unless written notice is given by either party to the other of its desire to terminate or modify the agreement at least sixty (60) days before the termination date or anniversary date thereof.

##### RING SCREW WORKS

H. R. CHAPPELL, JR.; G. D. SANDER

International Union United Automobile, Aircraft & Agricultural Implement Workers of America, Local Union No. 771

R. HEIDE, Pres. UAW Local No. 771

A. STIEBER, Int'l. Rep. Region 1B, UAW

*SHOP COMMITTEE:* R. LARAWAY, G. SCHAAAL, D. WELSH, L. VROEGINDEWEY, K. HOLYFIELD, R. NANCARROW.

#### APPENDIX A

Rates as of January 5, 1985  
excluding 5¢ per hour Cost-of-Living float

CLASSIFICATION	Top Rate	Afternoon and Midnite Shift Prem.	Rate Range
Header Set-Up Heavy			
Trimmer Set-Up			
Roller Set-Up	14.04	.55	1.15
Boltmaker 1/2 S.S.			
Boltmaker 3/8 5 Sta.			
Boltmaker 1/2 5 Sta.	14.17	.56	1.15
Boltmaker 3/8 L.S.			
Boltmaker 3/8 & 5/16			
Boltmaker 1/2 L.S.	14.41	.56	1.15
Boltmaker 8L4			
Boltmaker 3/4			
Boltmaker 3/8	13.85	.54	1.15
Production Leader	14.46	.56	1.15
Chief Ship Clerk	13.66	.54	1.15
Quality Control Supv.	14.65	.57	1.15
Machine Operator	12.40	.40	1.20
Janitor & Sweeper	12.29	.40	1.20
General Factory Worker	12.62	.50	1.95
15¢ each 2 months			
Heat Treat Operator	13.71	.54	1.15

## APPENDIX B—TOOLROOM EMPLOYEES

Rates as of January 5, 1985  
excluding 5¢ per hour Cost-of-Living float

CLASSIFICATION	Top Rate	Shift Prem.	Rate Range
Toolmaker Repairman	15.23	.59	.75
Toolmaker	15.07	.59	.75
Toolroom Machine Hand **	14.78	.58	.75
Learner *	13.60	.53	1.05

\* 15¢ each 3 months

\*\* 15¢ each 8 months

For the second and third year of the contract a payment will be paid on January 15, 1986 and January 15, 1987. The payment will be computed at 2% of the employees earned wages only for hours worked during the previous year.

## APPENDIX "C"

Cost-of-Living Allowance and  
Annual Improvement Factor

*Cost-of-Living Allowance*

Effective at the beginning of the first pay period commencing on or after April 5, 1985 and thereafter during the period of this Agreement, each employee covered by the Agreement shall receive a cost-of-living allowance set forth.

The cost-of-living shall not be added to the base rate for any classification, but only to each employee's straight time earnings. The cost-of-living allowance shall be taken into account in computing overtime premium, night-shift premium, vacation payments, holiday payments, and call-in-pay.

*Basis for Allowance*

The cost-of-living allowance will be determined and re-determined as provided below in accordance with changes in the official revised Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. All Cities Average) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the BLS Consumer Price Index.

Continuance of the cost-of-living allowance shall be contingent upon the availability of the BLS Consumer Price Index in its present form and calculated on the same basis as the BLS Consumer Price Index for November 1984.

During the life of this Agreement, any adjustment in the cost-of-living allowance that is in excess of five cents (5¢) per hour shall be made at the following times:

Effective Date of Adjustment	Based Upon Three-Month Average of the BLS Consumer Price Index For:
First pay period commencing on or after April 5, 1985 and at three-month intervals thereafter to October 5, 1987	December 1984, January and February 1985 at three-month intervals thereafter to June, July and August 1987

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index point.

The amount of the cost-of-living allowance shall be five cents (5¢) per hour effective with the effective date of this Agreement. Effective April 5, 1985, and for any period thereafter, as provided above, the cost-of-living

allowance shall be a 1-cent adjustment for each 0.3 change in the Average Index for the appropriate three months indicated above with the three month average of September, October and November 1984 as a base. In addition all rates of pay General Factory Worker and below shall receive 1/2 COLA adjustments until such time as the General Factory Worker rate equals 80% of the 1/2 SS Boltmaker rate.

#### *Adjustment Procedure*

In the event that Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to, any adjustments in the cost-of-living allowance required by such appropriate Indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.

No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any month or months specified above.

The parties to the Agreement agree that the continuance of the cost-of-living allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for November 1984, unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the index for November 1984.

### *APPENDIX "D"*

#### *Pension Plan*

Subject to approval of the Board of Directors and Stockholders, the Company will revise the pension plan established in 1955, hereinafter referred to as the "Plan", as follows:

- (1) An insurance company shall be designated by the Company, and a contract executed between the Company and such insurance company, under the terms of which, a pension fund shall be established to receive and hold contributions payable by the Company, interest, and other income, and to pay the pensions provided by the Plan.
- (2) The Company by payment of the contributions or amounts provided in the above mentioned insurance company contract shall be relieved of any further liability, and pensions shall be payable only from the insured fund.
- (3) In the event of termination of the Plan, there shall be no liability or obligation on the part of the Company to make any further contributions to the pension fund. No liability for the payment of pension benefits under the Plan shall be imposed upon the Company, the Officers, Directors, or Stockholders of the Company.
- (4) The Company reserves the right to amend, modify, suspend, or terminate the Plan by action of its Board of Directors provided, however, that no such action shall alter the Plan or its operation, except as may be required by the Internal Revenue Service for the purpose of meeting conditions for qualification and tax deductions under Sections 401, 404, and 501(a) of the Internal Revenue Code, in respect of employees who are represented under a collective bargaining agreement in



contravention of the provisions of any such agreement pertaining to pension benefits as long as any such agreement is in effect.

- (5) Principal provisions of the pension plan are shown below, but the individual booklets which will be furnished each participant contain full information and will be based on the contract entered into with the insurance company.

Effective Date

January 5, 1985

#### ELIGIBILITY:

All employees who will have completed ten (10) or more years of continuous credited service at retirement.

#### NORMAL RETIREMENT DATE:

The normal retirement date of all employees will be age sixty-five (65). All employees will be retired on the first day of the month following their 70th birthday.

#### EARLY RETIREMENT:

If you have completed at least ten (10) years of credited service, you may retire between age sixty (60) and sixty-five (65). You may elect to receive:

- (a) A pension at age sixty-five (65) based on your credited service up to your early retirement date.
- (b) A pension beginning at your early retirement date based on your credited service up to that date but reduced in accordance with the early retirement table as detailed in the master pension contract.

Medical coverage for employees who elect early retirement with fifteen (15) years of service at age sixty-

two (62) or twenty-five (25) years of service at age sixty (60) for the life of the retiree only. In order to receive payment, retiree may not be employed full time nor earn more than \$6,000.00 per year if self employed or working part time.

#### RETIREE MEDICAL COVERAGE:

Retirees will be reimbursed for maximum \$15.50 monthly cost of Medicare from the pension fund. Future retirees will be covered by health insurance carrier with same health coverage as active employees. (Benefits will be coordinated with Medicare and all benefits will cease upon death of retiree.)

#### RETIREMENT INCOME:

Pensions will be in the amounts set forth below per month for each year of credited service at retirement with a maximum of thirty-seven (37) years. Current retirees 1980 through 1984 thirty-five (35) years maximum 1974 through 1979 thirty-three (33) years maximum. 1973 and prior thirty (30) years maximum. An employee retiring with less than ten (10) years of credited service is not eligible for benefits.

	<i>Future 1/5/85 Per Mo.</i>	<i>Future Present Per Mo.*</i>
10 years but less than 15	14.00	10.20
15 years but less than 20	15.00	10.40
20 years but less than 25	16.00	10.60
25 years but less than 30	17.00	10.80
30 years and over	18.00	11.00

#### VESTED PENSION RIGHTS:

Minimum Continuous Credited Service—10 years

\* Retirees' increased benefits will be payable as soon as the insurance company can revise program but not later than March 5, 1985.

*DISABILITY INCOME:*

Employees with at least fifteen (15) years of service who are between the ages of 40 and 65 will be eligible for a pension of \$15.00 per month for each year of service in the event of total and permanent disability. At age 65, the employee will receive the regular retirement income based on service at disability date. The maximum payment shall be 25 years of service, less workmen's compensation benefits or any other disability payments as provided in the master pension contract, exclusive of social security disability payments. Subject to Internal Revenue Service approval.

- (6) No matter respecting the plan or any differences arising hereunder shall be subject to the grievance procedure established in the collective bargaining agreement between the Company and the Union.

*CONTINUED LIFE INSURANCE:*

- (7) Continued life insurance shall be provided for employees who are retired under the pension plan in the amount of \$5,000.00

*VACATION ATTENDANCE BONUS:*

Subject to provisions hereafter enumerated, the Company will, beginning with the 1986 vacation year, pay a vacation attendance bonus during the vacation qualifying period of June 1 to June 1, provided that the total scheduled work day hours of work (Monday thru Friday only) during the qualifying period shall be in excess of: 1890 hours for a 2% bonus, 1990 for a 3% bonus, 2140 hours for a 4% bonus of gross pay.

1. Gross pay will be the gross of the 52 weekly pay periods ending prior to June 1 of the vacation year;

2. Each Employee will be allowed five (5) days of absence without penalty;
3. Any vacation days in excess of the following will be considered as absences: (Seniority based on June 1 to June 1)

One (1) year seniority but less than three years—  
Five (5) consecutive work days

Three (3) years seniority but less than ten (10) years—Ten (10) consecutive work days or two periods of five (5) consecutive work days

Ten (10) years seniority or more—Fifteen (15) consecutive work days or ten (10) consecutive work days and five (5) consecutive work days

Twenty (20) years seniority or more—Twenty (20) consecutive work days or fifteen consecutive work days plus five (5) consecutive work days or ten (10) consecutive work days plus two (2) periods of five (5) consecutive work days.

4. Any absence of a full work day (Monday through Friday and Saturdays (see No. 7) where entire plant is scheduled Saturday) in excess of allowed absences shall reduce his vacation bonus by \$120.00 per day. This change effective June 1, 1985, and thereafter. In addition, any combination of tardiness or other straight time lost which adds to eight (8) hours shall be considered a day of absence for eight (8) hours of straight time lost. Any tardiness shall be charged a minimum of one-half ( $\frac{1}{2}$ ) hour. Tardiness being any time (one minute) after starting time. Time missed prior to or after vacation periods which extends such vacation period shall reduce bonus by two times normal rate.
5. Time lost due to compensable injury will not be deducted.

6. Vacation attendance bonus to be paid July 1 or when employee goes on vacation, whichever is later, but not later than the last working day in August.
7. An employee who has worked less than one-half ( $\frac{1}{2}$ ) of the scheduled Saturdays and holidays (Article XI, Section 3) shall be charged one day of each absence below the one-half ( $\frac{1}{2}$ ) attendance requirement. In order to be credited with working a scheduled Saturday, the employee must work a minimum of seven (7) hours.
8. The employees shall have five (5) days per year (non-accumulative) over the life of the contract plus a total of eighteen (18) days which the Committee may make advanced application for credit during the life of the contract for approved Union business.
9. Computed bonuses which total less than \$250.00 shall not be paid.

#### *BEREAVEMENT PAY:*

In the event of death in the immediate family of an employee (new employee after one year), said employee, upon proper application in writing and presentation of proof of death, shall be compensated for any scheduled working time lost Monday through Saturday (in order to qualify for Saturday pay, employee must have worked three (3) of last six (6) scheduled Saturdays) based on eight (8) hours days at straight time. This benefit is intended to compensate an employee only for scheduled working time necessarily lost by the death to the extent of and limited by three (3) scheduled working days on an eight (8) hour straight time basis. Immediate family shall mean spouse, child, mother, father, brother, sister, natural grandchild, spouse's child, mother, father, sister, brother. This benefit to begin at the time of death and end on the

day services are held and is not intended to compensate for time the employee may request after the service or other reasons. When Heat Treat Operators are scheduled seven (7) days they shall be eligible to receive Bereavement benefits for scheduled Sundays.

#### *JURY DUTY:*

The Company shall pay an employee (after one (1) year) who necessarily loses time from his job because he has been summoned to jury duty, as certified by the Clerk of the Court, the difference between his straight time average earnings for eight (8) hours per day and the daily jury fee. Maximum of (40) hours per week. No payment to be made if employee volunteers for jury duty. Jury duty shall not exceed forty-five (45) calendar days.

In order to be eligible to receive any credit for the time missed, an employee who is dismissed prior to 12:30 or is scheduled for only a part day shall report to work for the balance of the shift. Afternoon shift employees shall work the number of hours, beginning at his regular starting time, that a day shift employee would have been able to work.

---



January 8, 1980

Mr. Marian Czarnomski  
Local 771 U.A.W.  
20424 John R  
Detroit, Michigan 48203

Dear Mr. Czarnomski:

In the course of 1980 negotiations the Company and Union agreed that the Company could schedule non-legal holidays as work days and that compensation for these days would be at time and one half. The Company additionally agreed that employee discipline would not be given for missing one of these scheduled days.

Additionally, if an employee is specifically asked if he (or she) is going to work scheduled or part shop operation overtime and the individual does not notify the Company prior to the starting time of the scheduled day, that he (or she) will not work, such employee shall be subject to disciplinary action.

Yours very truly,

RING SCREW DIVISION  
H.R. CHAPPELL, JR.  
President

HRCJr/cs